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PTO/SB/96 (06-04)
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U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: Applied Voice and Speech Technologies, Inc.

Application No./Patent No.: 10/655,881 Filed/Issue Date: 9/06/2003

Entitled: VC-TO-DTMF INTERFACING SYSTEM AND METHOD

Applied Voice and Speech Technologies, Inc., a Corporation
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.
The extent (by percentage) of its ownership interest is _____ %
in the patent application/patent identified above by virtue of either:

A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: Karl Gierach To: Sound Advantage, LLC
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.
2. From: Sound Advantage, LLC To: Applied Voice and Speech Technologies, Inc.
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.
3. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☒ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

7/20/04
Date
(949) 699-2300
Telephone number

Hardy Myers
Typed or printed name
[Signature]
Signature
President & CEO
Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

ASSIGNMENT

Karl Gierach who resides at 87 Canyoncrest, Irvine, CA 92603, has made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled: **VC-TO-DTMF INTERFACING SYSTEM AND METHOD** filed herewith, which application was executed by me at **Sound Advantage, LLC** whose address is 300 Commerce, Suite 100, Irvine, CA 92602 and which, together with its successors and assigns is hereinafter called "Assignee", is desirous of acquiring the title, rights, benefits and privileges hereinafter recited, and of confirming the same or any part thereof heretofore acquired by Assignee.

Now, therefore, for valuable consideration furnished by Assignee to me, receipt and sufficiency of which I hereby acknowledge, I hereby, without reservation:

1. Assign and convey to and confirm in Assignee the entire right, title and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, and any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation and Convention applications based in whole or in part upon said inventions or discoveries or upon said applications, and any and all Letters Patent and reissues and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;
2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;
3. Authorize and request the Commissioner of Patents of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct;
4. Warrant that I have not knowingly conveyed to others any right in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that I have good right to assign the same to Assignee without encumbrance;
5. Bind my heirs and legal representatives, as well as myself to do, upon Assignee's request, and at its expense, but without additional consideration to me or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by me or my heirs or representatives if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and

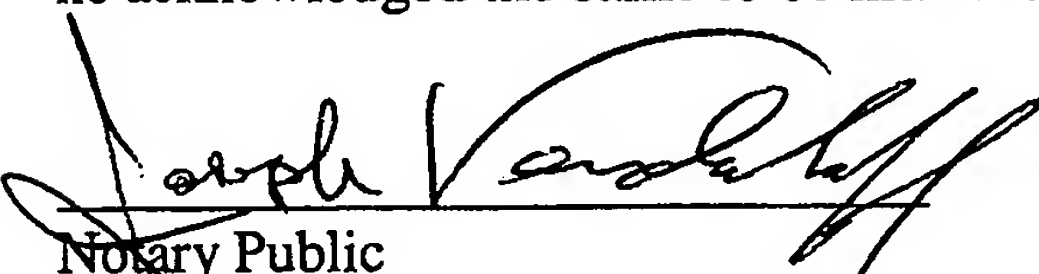
lawful affidavits in form and substance as may be requested by Assignee to communicate to Assignee all facts known to me relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in my control or in the control of my heirs or legal representatives and which may be useful for establishing the facts of my conceptions, disclosures, and reduction to practice of said inventions and discoveries.

The effective date of this instruction is the 24 day of June, 2003.

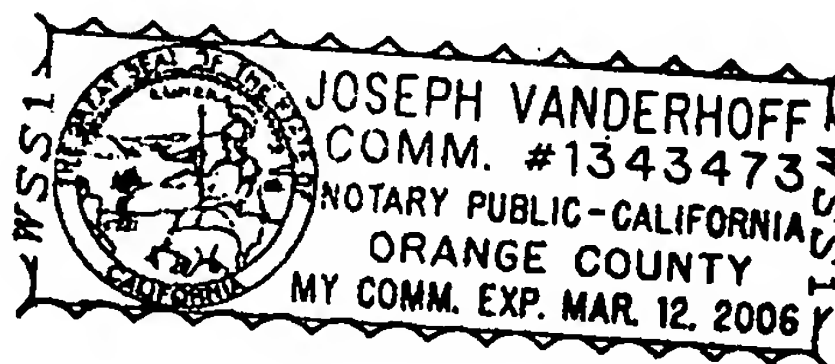
In testimony of which I have affixed my signature.


KARL GIERACH

On this 24th day of JUNE, 2003 before me appeared Karl Gierach, to me known and to me to be the person described in and who executed the foregoing instrument and he acknowledged the same to be his/her free act and deed.


Notary Public

(OFFICIAL SEAL)



CONTRIBUTION AGREEMENT

This CONTRIBUTION AGREEMENT (this "Agreement"), dated as of September 29, 2003 (the "Effective Date"), by and between Sound Advantage, LLC, a California limited liability company ("SA"), and Applied Voice and Speech Technologies, Inc., a Delaware corporation ("AVST" and collectively, the "Parties"), is entered into with reference to the following:

RECITALS:

- A. AVST is a newly formed wholly owned subsidiary of SA.
- B. SA is a party to that certain Office Lease, dated as of July 10, 2003, by and between SA (as tenant) and Metropolitan Life Insurance Company (as landlord) (the "Office Lease") which SA desires to assign to AVST under a separate assignment agreement.
- C. Except for its assets and liabilities pursuant to the Office Lease including its rights to the return of the \$35,148.60 security deposit, SA desires to contribute all of its other assets including, without limitation, all goods, inventory, equipment, investment property, instruments, chattel paper, documents, accounts, and general intangibles, as each such term is defined in the California Commercial Code, except for \$10,000 and all of its other liabilities (collectively, the "Assets") to AVST, and AVST desires to accept the Assets, including the assumption of all other liabilities of SA.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, the Parties hereto, intending to be bound legally hereby, covenant and agree as follows:

- 1. Contribution of Assets. Effective as of the Effective Date, SA hereby transfers, assigns, conveys and delivers, as a contribution, to AVST all of SA's right, title and interest in and to the Assets. AVST hereby accepts the transfer, assignment, conveyance and delivery, as a contribution, of all of SA's right, title and interest in and to the Assets, including assumption of all liabilities of SA.
- 2. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes but all of which together shall constitute one and the same instrument.
- 3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to any other applicable conflict of law provisions.
- 4. Further Assurances. Whenever requested to do so by the other party, each party hereto shall execute, acknowledge and deliver any further conveyances, assignments, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents and any further instruments or documents that are necessary, expedient or proper to complete any conveyances, transfers, sales, assignments and assumptions contemplated by this Agreement. In addition, each party hereto shall do any other acts and execute, acknowledge and deliver any requested documents in order to carry out the intent and purpose of this Agreement.

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DR A A AL MALIK OFFICE 4970380

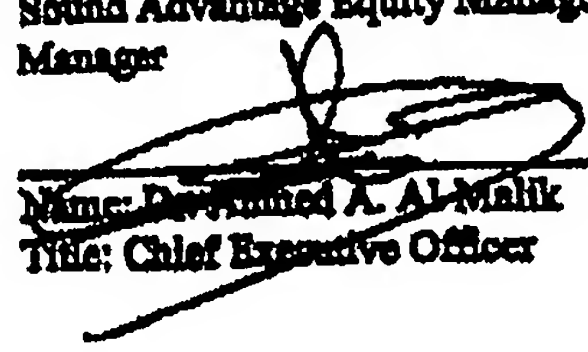
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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Sound Advantage, LLC,
a California limited liability company

By: Sound Advantage Equity Management, LLC,
Manager


Name: Dawood A. Al-Malik
Title: Chief Executive Officer

Applied Voice & Speech Technologies, Inc.,
a Delaware corporation

By: 
Name: Hardy Myers
Title: President